

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AiBUY Holdco, Inc.		03/14/2023	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	STINV -- Stocks Investments Limited		
Street Address:	155 Arch.Makariou		
Internal Address:	PROTEAS HOUSE, Office 302		
City:	Limassol		
State/Country:	CYPRUS		
Postal Code:	3026		
Entity Type:	Private Company Limited By Shares: CYPRUS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5513916	CINSAY	
Registration Number:	5086853	SMART STORE	
Registration Number:	4964910	WATCH. SHOP. SHARE.	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6785534768		
Email:	slickerb@gtlaw.com		
Correspondent Name:	Brittiny Slicker		
Address Line 1:	3333 Piedmont Road NE		
Address Line 2:	Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	209005.010200		
NAME OF SUBMITTER:	Brittiny Slicker		
SIGNATURE:	/Brittiny Slicker/		
DATE SIGNED:	03/14/2023		
Total Attachments: 13			

CH \$90.00 5513916

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of MARCH 14, 2023, is between the Person listed on the signature page hereof (the “**Grantor**”) and STINV – **Stocks Investments Limited**, a private company limited by shares incorporated in Cyprus (the “**Lender**”).

WHEREAS, **AIBUY HOLDCO, INC.**, a Nevada corporation (“**Holdco**”), and **AIBUY OPCO, LLC**, a Delaware limited liability company (“**Opco**”; Holdco and Opco, each, a “**Borrower**” and collectively, the “**Borrowers**”), have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Loan Agreement**”), with Lender. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement, Grantor has granted to Lender, a security interest in, among other property, certain Intellectual Property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (a) the patents and patent applications set forth in Schedule A hereto;
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (c) the copyright registrations and applications set forth in Schedule C hereto;
- (d) the agreements granting any exclusive right to Grantor in or to any registered copyright set forth in Schedule D hereto;

(e) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(f) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(g) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance of all Obligations when due (whether at stated maturity, by acceleration or otherwise).

Section 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

Section 5. Counterparts; Electronic or Telecopied Signatures. This IP Security Agreement and any waiver or amendment hereto may be executed in counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This IP Security Agreement may be executed and delivered by telecopier or other facsimile transmission or in "pdf" format all with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

Section 6. Notices, Etc. All notices and other communications provided for hereunder shall be given in the form and manner provided in the Loan Agreement, and, if to Lender, shall be mailed, sent, or delivered to Lender at its address as specified in the Loan

Agreement and, if to Grantor, shall be mailed, sent or delivered in care of Borrowers in accordance with the notice provisions set forth in Loan Agreement.

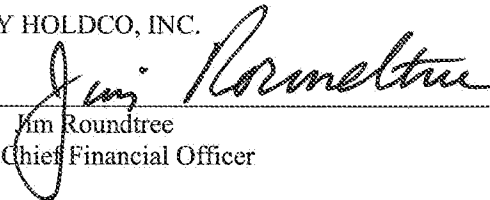
Section 7. GOVERNING LAW; VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION, AND JURY TRIAL WAIVER SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

AIBUY HOLDCO, INC.

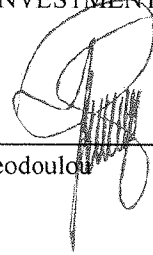
By: 
Name: Jim Roundtree
Title: Chief Financial Officer

[AIBUY---INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 008003 FRAME: 0446

STINV – STOCKS INVESTMENTS LIMITED, as
Lender

By: _____
Name: Marikka Theodoulou
Title: Director

A handwritten signature in black ink, appearing to be 'Marikka Theodoulou', written over a horizontal line. The signature is somewhat stylized and includes a large loop at the top.

[AIBUY—INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 008003 FRAME: 0447

SCHEDULE A

PATENTS







Serial / Registration Number	Country	Title/Mark
8,312,486	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
ZL201080040436.3	China	VIRAL SYNDICATED INTERACTIVE PRODUCT SYSTEM AND METHOD THEREFOR
2586839	Russian Federation	VIRAL SYNDICATED INTERACTIVE PRODUCT SYSTEM AND METHOD THEREFOR
ZL 201610833301.1	China	VIRAL SYNDICATED INTERACTIVE PRODUCT SYSTEM AND METHOD THEREFOR
2731661	Russian Federation	VIRAL SYNDICATED INTERACTIVE PRODUCT SYSTEM AND METHOD THEREFOR
8,533,753	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
8,549,555	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
8,782,690	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
10,055,768	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
8,893,173	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
9,338,499	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
9,338,500	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
9,332,302	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
9,351,032	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
9,344,754	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
9,674,584	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
9,986,305	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
10,425,698	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
10,438,249	United States of America	INTERACTIVE PRODUCT SYSTEM AND METHOD THEREFOR
11,227,315	United States of America	INTERACTIVE PRODUCT PLACEMENT SYSTEM AND METHOD THEREFOR
9,113,214	United States of America	METHOD AND SYSTEM FOR GENERATION AND PLAYBACK OF SUPPLEMENTED VIDEOS
8,813,132	United States of America	METHOD AND SYSTEM FOR GENERATION AND PLAYBACK OF SUPPLEMENTED VIDEOS
9,210,472	United States of America	METHOD AND SYSTEM FOR GENERATION AND PLAYBACK OF SUPPLEMENTED VIDEOS
9,813,770	United States of America	METHOD AND SYSTEM FOR GENERATION AND PLAYBACK OF SUPPLEMENTED VIDEOS
10,225,614	United States of America	METHOD AND SYSTEM FOR GENERATION AND PLAYBACK OF SUPPLEMENTED VIDEOS








10,986,412	United States of America	METHOD AND SYSTEM FOR GENERATION AND PLAYBACK OF SUPPLEMENTED VIDEOS
2012302021	Australia	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
2847262	Canada	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
ZL201280053145.7	China	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
202012013660	Germany	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
231213	Israel	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
6126096	Japan	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
10-2008930	Republic of Korea	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
345228	Mexico	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
2604670	Russian Federation	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
8,769,053	United States of America	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
2016216565	Australia	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
6291611	Japan	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
10-2118014	Republic of Korea	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
2733103	Russian Federation	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
10-2275557	Republic of Korea	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
9,451,010	United States of America	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
10,171,555	United States of America	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
11,005,917	United States of America	CONTAINERIZED SOFTWARE FOR VIRALLY COPYING FROM ONE ENDPOINT TO ANOTHER
2013277992	Australia	PEER-ASSISTED SHOPPING
2877567	Canada	PEER-ASSISTED SHOPPING
236355	Israel	PEER-ASSISTED SHOPPING
6377608	Japan	PEER-ASSISTED SHOPPING
348682	Mexico	PEER-ASSISTED SHOPPING
2642328	Russian Federation	PEER-ASSISTED SHOPPING
9,607,330	United States of America	PEER-ASSISTED SHOPPING
6685911	Japan	APPARATUS AND METHOD FOR PEER-ASSISTED E-COMMERCE SHOPPING
10,789,631	United States of America	APPARATUS AND METHOD FOR PEER-ASSISTED E-COMMERCE SHOPPING
10,726,458	United States of America	PEER-ASSISTED SHOPPING
6546924	Japan	DYNAMIC BINDING OF CONTENT TRANSACTIONAL ITEMS
11,074,620	United States of America	DYNAMIC BINDING OF CONTENT TRANSACTIONAL ITEMS
6803427	Japan	DYNAMIC BINDING OF CONTENT TRANSACTIONAL ITEMS
2014318712	Australia	DYNAMIC BINDING OF VIDEO CONTENT
2921994	Canada	DYNAMIC BINDING OF VIDEO CONTENT
6485969	Japan	DYNAMIC BINDING OF VIDEO CONTENT
10-2300974	Republic of Korea	DYNAMIC BINDING OF VIDEO CONTENT
9,875,489	United States of America	DYNAMIC BINDING OF VIDEO CONTENT
10,559,010	United States of America	DYNAMIC BINDING OF VIDEO CONTENT
6653256	Japan	DYNAMIC BINDING OF LIVE VIDEO CONTENT




10-2361213	Republic of Korea	DYNAMIC BINDING OF LIVE VIDEO CONTENT
9,953,347	United States of America	DYNAMIC BINDING OF LIVE VIDEO CONTENT
ZL201480052902.8	China	APPARATUS AND METHOD FOR SUPPORTING RELATIONSHIPS ASSOCIATED WITH CONTENT PROVISIONING
6713414	Japan	APPARATUS AND METHOD FOR SUPPORTING RELATIONSHIPS ASSOCIATED WITH CONTENT PROVISIONING
10-2344237	Republic of Korea	APPARATUS AND METHOD FOR SUPPORTING RELATIONSHIPS ASSOCIATED WITH CONTENT PROVISIONING
10,701,127	United States of America	APPARATUS AND METHOD FOR SUPPORTING RELATIONSHIPS ASSOCIATED WITH CONTENT PROVISIONING
6872582	Japan	APPARATUS AND METHOD FOR SUPPORTING RELATIONSHIPS ASSOCIATED WITH CONTENT PROVISIONING
2014324841	Australia	N-LEVEL REPLICATION OF SUPPLEMENTAL CONTENT
6531105	Japan	N-LEVEL REPLICATION OF SUPPLEMENTAL CONTENT
9,697,504	United States of America	N-LEVEL REPLICATION OF SUPPLEMENTAL CONTENT
10,268,994	United States of America	N-LEVEL REPLICATION OF SUPPLEMENTAL CONTENT
11,017,362	United States of America	N-LEVEL REPLICATION OF SUPPLEMENTAL CONTENT
7,840,415	United States of America	METHOD AND PLATFORM FOR PROVIDING AN INTERACTIVE INTERNET COMPUTER-DRIVEN/IP BASED STREAMING VIDEO/AUDIO APPARATUS
7,987,098	United States of America	INTERACTIVE COMPUTERIZED COMMUNICATION APPARATUS AND METHOD
RE46865	United States of America	METHOD AND PLATFORM FOR PROVIDING AN INTERACTIVE INTERNET COMPUTER-DRIVEN/IP BASED STREAMING VIDEO/AUDIO APPARATUS (Reissue of US Patent No. 7,840,415)
10,945,016	United States of America	APPARATUS AND METHOD FOR GATHERING ANALYTICS
10,728,603	United States of America	APPARATUS AND METHOD FOR AUTOMATIC PROVISIONING OF MERCHANDISE
10,885,570	United States of America	SYSTEM AND METHOD FOR MANAGING A PRODUCT EXCHANGE

SCHEDULE B

TRADEMARKS

Serial / Registration Number	Country	Trademark
5513916	United States	CINSAY and Box Design 
5086853	United States	SMART STORE
4964910	United States	WATCH. SHOP. SHARE.
19007	Armenia	C COMMERCE
19009	Armenia	C IT. SOLD
19204	Armenia	CINSAY
19010	Armenia	CINSAY SEE IT. SOLD. and Box Design 
19006	Armenia	POWER OF C
19008	Armenia	SEE IT. SOLD
19199	Armenia	SMART CONTAINER
20130481	Azerbaijan	C IT. SOLD
20130932	Azerbaijan	CINSAY
20131359	Azerbaijan	CINSAY SEE IT. SOLD. and Box Design 
20130480	Azerbaijan	SEE IT. SOLD
20130810	Azerbaijan	SMART CONTAINER
49252	Belarus	C COMMERCE
49251	Belarus	C IT. SOLD
49693	Belarus	CINSAY
49680	Belarus	CINSAY SEE IT. SOLD. and Box Design 
49460	Belarus	POWER OF C
49250	Belarus	SEE IT. SOLD
49679	Belarus	SMART CONTAINER
10558852	China	SMART CONTAINER
10558851	China	SMART CONTAINER
10558850	China	SMART CONTAINER
50837	Estonia	C COMMERCE
50674	Estonia	C IT. SOLD
50859	Estonia	CINSAY
50689	Estonia	CINSAY SEE IT. SOLD. and Box Design 
50672	Estonia	POWER OF C
50673	Estonia	SEE IT. SOLD
010779072	European Union	C COMMERCE
010813822	European Union	CINSAY
010633865	European Union	CINSAY SEE IT. SOLD. and Box Design 

010681146	European Union	SMART CONTAINER
M201323578	Georgia	C COMMERCE
M201323580	Georgia	C IT. SOLD
M201323706	Georgia	CINSAY
M23631	Georgia	CINSAY SEE IT. SOLD. and Box Design 
M201323577	Georgia	POWER OF C
M23579	Georgia	SEE IT. SOLD
M201323592	Georgia	SMART CONTAINER
40600	Kazakhstan	C IT. SOLD
41364	Kazakhstan	CINSAY
40986	Kazakhstan	CINSAY SEE IT. SOLD. and Box Design 
40970	Kazakhstan	SEE IT. SOLD
41006	Kazakhstan	SMART CONTAINER
11849	Kyrgyzstan	C COMMERCE
11851	Kyrgyzstan	C IT. SOLD
11841	Kyrgyzstan	CINSAY
11751	Kyrgyzstan	CINSAY SEE IT. SOLD. and Box Design 
11848	Kyrgyzstan	POWER OF C
11850	Kyrgyzstan	SEE IT. SOLD
11757	Kyrgyzstan	SMART CONTAINER
M65539	Latvia	C IT. SOLD
M66163	Latvia	CINSAY
M65541	Latvia	CINSAY SEE IT. SOLD. and Box Design 
M65538	Latvia	POWER OF C
M65540	Latvia	SEE IT. SOLD
M65732	Latvia	SMART CONTAINER
66980	Lithuania	C IT. SOLD
66994	Lithuania	CINSAY
66943	Lithuania	CINSAY SEE IT. SOLD. and Box Design 
66458	Lithuania	POWER OF C
66979	Lithuania	SEE IT. SOLD
67553	Lithuania	SMART CONTAINER
1301255	Mexico	SMART CONTAINER
1439992	Mexico	SMART CONTAINER
1299360	Mexico	SMART CONTAINER
23753	Moldova	C IT. SOLD
23718	Moldova	CINSAY
23756	Moldova	CINSAY SEE IT. SOLD. and Box Design 
24633	Moldova	POWER OF C
23754	Moldova	SEE IT. SOLD
23908	Moldova	SMART CONTAINER
488417	Russia	C IT. SOLD
488494	Russia	CINSAY
506134	Russia	CINSAY SEE IT. SOLD. and Box Design 
488418	Russia	POWER OF C
488889	Russia	SEE IT. SOLD

N/A	Tajikistan	C COMMERCE
TJ11176	Tajikistan	C IT. SOLD
11099	Tajikistan	CINSAY
TJ11177	Tajikistan	CINSAY SEE IT. SOLD. and Box Design 
N/A	Tajikistan	POWER OF C
TJ11224	Tajikistan	SEE IT. SOLD
11996	Tajikistan	SMART CONTAINER
12347	Turkmenistan	C COMMERCE
12349	Turkmenistan	C IT. SOLD
12455	Turkmenistan	CINSAY
12350	Turkmenistan	CINSAY SEE IT. SOLD. and Box Design 
12348	Turkmenistan	POWER OF C
12352	Turkmenistan	SEE IT. SOLD
12382	Turkmenistan	SMART CONTAINER
168709	Ukraine	C COMMERCE
168708	Ukraine	C IT. SOLD
169080	Ukraine	CINSAY
168764	Ukraine	CINSAY SEE IT. SOLD. and Box Design 
173214	Ukraine	POWER OF C
168707	Ukraine	SEE IT. SOLD
171409	Ukraine	SMART CONTAINER
UK00910779072	United Kingdom	C COMMERCE
UK00910813822	United Kingdom	CINSAY
UK00910633865	United Kingdom	CINSAY SEE IT. SOLD. and Box Design 
UK00910681146	United Kingdom	SMART CONTAINER
MGU24473	Uzbekistan	C IT. SOLD
MGU24545	Uzbekistan	CINSAY
MGU24612	Uzbekistan	CINSAY SEE IT. SOLD. and Box Design 
MGU24504	Uzbekistan	POWER OF C
MGU24474	Uzbekistan	SEE IT. SOLD
MGU24442	Uzbekistan	SMART CONTAINER

SCHEDULE C

COPYRIGHTS

None.

SCHEDULE D

COPYRIGHT AGREEMENTS

None.